

CLAUSE I-89 – PATENT INDEMNITY - DOE (August 2002)

The Subcontractor shall indemnify SURA and the Government and its officers, agents and employees against liability, including costs, for infringement of U.S. Letters Patent (except U.S. Letters Patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) resulting from the Subcontractor's: (a) furnishing or supplying standard parts or components which have been sold or offered for sale to public on the commercial open market; or (b) utilizing its normal practices or methods which normally are or have been used in providing goods and services in the commercial open market, in the performance of the subcontract; or (c) utilizing any parts, components, practices, or methods to the extent to which the Subcontractor has secured indemnification from liability. The foregoing indemnity shall not apply unless the Subcontractor shall have been informed as soon as practicable by SURA of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of the Subcontractor, unless required by final decree of a court of competent jurisdiction or to an infringement resulting from addition to or change in such supplies or components furnished or construction work performed for which addition or change was made subsequent to delivery or performance by the Subcontractor.